BILL NO. S-90-05-40

SPECIAL ORDINANCE NO. S-130-90

AN ORDINANCE approving **CONTRACT FOR RES. #469-90, VENTURA LANE STORM DRAINAGE** between **ALL STAR CONSTRUCTION & EXCAVATING, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the **CONTRACT FOR RES. #469-90, VENTURN LANE STORM DRAINAGE** by and between **ALL STAR CONSTRUCTION & EXCAVATING, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> **MAIN LINE:** Beginning at a proposed storm sewer manhole 20+/- LF North of the Northeast corner of Lot #7 Glencoe Park Addn.; thence Southeasterly 20 +/- LF to a proposed storm sewer manhole 5+/- LF South and 7+/-LF West of the Northeast corner of said Lot #7; thence South and parallel with the East line of Lot #7, 190+/-LF to a proposed storm sewer manhole; thence Westerly 224+/-LF to an existing storm sewer manhole. Said sewer shall be 24" in diameter;

the Contract price is Fourteen Thousand Nine Hundred Fifty-Seven and 50/100 Dollars ($14,957.50), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. Timothy McCaulay, City Attorney

FARWOOD AVENUE
STORM SEWER IMPROVEMENT
RESOLUTION NUMBER 470-1990

BASE BID TABULATION

ITEM #	DESCRIPTION	QUANT.	UNIT	ENGINEER'S ESTIMATE		ALL STAR CONSTRUCTION INC		BERCOT INC		SOILS ENG. & EXC. INC		DEHNER CONSTRUCTION		***DISQUALIFIED*** submitted incorrectly		GEIGER DEVELOPING	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	12" CLASS III RCP	292	LF	$35.75	$10,439.00	$18.25	$5,329.00	$19.26	$5,623.92	$25.50	$7,446.00	$28.50	$8,322.00	$27.00	$7,884.00		
2	10" CLASS III RCP	20	LF	$32.50	$650.00	$18.25	$365.00	$30.00	$600.00	$25.50	$510.00	$25.00	$500.00	$43.00	$860.00		
3	#53 AND #73 STONE BACKFILL	10	CY	$12.50	$125.00	$10.00	$100.00	$15.00	$150.00	$10.00	$100.00	$12.75	$127.50	$15.00	$150.00		
4	TYPE I-A, I-G MANHOLE	2	EA	$1,250.00	$2,500.00	$770.50	$1,541.00	$837.00	$1,674.00	$700.00	$1,400.00	$615.00	$1,230.00	$800.00	$1,600.00		
5	12: METAL END SECTION	1	EA	$250.00	$250.00	$95.00	$95.00	$90.00	$90.00	$200.00	$200.00	$75.00	$75.00	$150.00	$150.00		
6	SEED AND MULCH	500	SY	$0.75	$375.00	$0.45	$225.00	$1.00	$500.00	$0.50	$250.00	$1.00	$500.00	$0.90	$450.00		
7	12" DEEP STRENGTH ASPHALT	14	TN	$75.00	$1,050.00	$16.00	$224.00	$30.00	$420.00	$55.00	$770.00	$50.00	$700.00	$40.00	$560.00		
8	1" A-2 SURFACE ASPHALT	1	TN	$75.00	$75.00	$16.00	$16.00	$75.00	$75.00	$65.00	$65.00	$60.00	$60.00	$199.00	$199.00		
9	CONCRETE SIDEWALK REPLACEMENT	100	SF	$2.75	$275.00	$2.25	$225.00	$4.00	$400.00	$2.50	$250.00	$2.00	$200.00	$35.00	$3,500.00		
	TOTAL BASE BID				$15,739.00		$8,120.00		$9,532.92		$10,991.00		$11,714.50		$15,353.00		

VENTURA LANE
STORM SEWER IMPROVEMENT
RESOLUTION 469-1990

BASE BID TABULATION

ITEM #	DESCRIPTION	QUANT.	UNIT	ENGINEER'S ESTIMATE		ALL STAR CONSTRUCTION INC		BERCOT INC		SOILS ENG. & EXC. INC.		DEHNER CONSTRUCTION		***DISQUALIFIED*** incorrectly submitted		GEIGER DEVELOPING	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	24" CLASS III RCP	395	LF	$47.50	$18,762.50	$27.65	$10,921.75	$27.78	$10,973.10	$37.00	$14,615.00	$43.45	$17,162.75	$41.40	$16,353.00		
2	12" CLASS III RCP	25	LF	$35.75	$893.75	$20.50	$512.50	$18.35	$458.75	$17.00	$425.00	$20.00	$500.00	$20.00	$500.00		
3	#53 AND #73 STONE BACKFILL	75	CY	$12.50	$937.50	$10.00	$750.00	$13.00	$975.00	$10.00	$750.00	$12.75	$956.25	$12.50	$937.50		
4	TYPE I-A, I-G MANHOLE	2	EA	$1,250.00	$2,500.00	$799.00	$1,598.00	$837.00	$1,674.00	$700.00	$1,400.00	$765.00	$1,530.00	$800.00	$1,600.00		
5	TYPE III-G MANHOLE	1	EA	$1,250.00	$1,250.00	$799.00	$799.00	$724.00	$724.00	$700.00	$700.00	$615.00	$615.00	$700.00	$700.00		
6	12" METAL END SECTION	1	EA	$250.00	$250.00	$95.00	$95.00	$90.00	$90.00	$200.00	$200.00	$75.00	$75.00	$150.00	$150.00		
7	SEED AND MULCH	625	SY	$0.75	$468.75	$0.45	$281.25	$1.00	$625.00	$0.60	$375.00	$1.00	$625.00	$0.90	$562.50		
	TOTAL BASE BID				$25,062.50		$14,957.50		$15,519.85		$18,465.00		$21,464.00		$20,803.00		

CONSTRUCTION CONTRACT 469-1990

BOARD ORDER NO. 42-90 **WORK ORDER NO. 73575**

THIS CONTRACT made and entered into this 9th day of May 1990, by and between **ALL STAR CONSTRUCTION AND EXCAVATING, INC.,** herein called **CONTRACTOR,** and the **CITY OF FORT WAYNE, INDIANA,** an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called **OWNER:**

WITNESSETH, that the **CONTRACTOR** and the **OWNER,** for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RESOLUTION 469-1990
VENTURA LANE STORM DRAINAGE

> **MAIN LINE:** Beginning at a proposed storm sewer manhole 20± LF North of the Northeast corner of lot #7 Glencoe Park Addition; thence Southeasterly 20± LF to a proposed storm sewer manhole 5± LF South and 7± LF West of the Northeast corner of said Lot #7; thence South and parallel with the East line of said Lot #7, 190± LF to a proposed storm sewer manhole; thence Westerly 224± LF to an existing storm sewer manhole. Said sewer shall be 24" in diameter,

all according to VENTURA LANE STORM SEWER IMPROVEMENT, Drawing #**SY-11235, Sheets 1 through 2** and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of **Fourteen Thousand Nine Hundred Fifty-Seven and 50/100 ($14,957.50) Dollars.** In the event the amount of work is increased or decreased by **OWNER,** the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated

in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR.**

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR** or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor, or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974 passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for

this project with the Compliance Office within **ten (10) days** after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids for Resolution No. **469-1990**
b. Instructions to Bidders for Resolution No. **469-1990**
c. Contractor's Proposal dated **11 April 1990**
d. Fort Wayne Engineering Department Drawing **SY-11235**
e. Supplemental Specifications for Resolution No. **469-1990**
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
h. Prevailing Wage Scale
i. Performance and Guaranty Bond
j. Labor and Material Payment Bond
k. Minority/Female Employment Hourly Utilization
l. Right-of-Way Cut Permit(s)
m. Comprehensive Liability Insurance Coverage
n. MBE/WBE Commitment Form
o. Form 96

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER.**

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within **ten (10) days** of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the **OWNER** and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE:

The **CONTRACTOR** agrees to complete the work specified in the contract within **sixty (60) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Contract, although executed on behalf of the **OWNER** by the Mayor and the Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common council fail to approve the same within ninety (90) days after date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

CONTRACTOR: ALL STAR CONSTRUCTION AND EXCAVATING, INC.

By: Edward Foss
Edward Foss, President

CITY OF FORT WAYNE, INDIANA

By: P. Helmke
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

By
Charles E. Layton, Director

By
Michael McAlexander, Director

By
Douglas M. Lehman, Director

CATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 4/23/90

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

DE

Excavating Inc

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Frankenmuth Mut

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

ES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS Y PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
0722859	12/8/89	12/8/90	GENERAL AGGREGATE	$1,000
			PRODUCTS-COMP/OPS AGGREGATE	$1,000
			PERSONAL & ADVERTISING INJURY	$
			EACH OCCURRENCE	$
			FIRE DAMAGE (Any one fire)	$
			MEDICAL EXPENSE (Any one person)	$
			COMBINED SINGLE LIMIT	$ 500
same	same		BODILY INJURY (Per person)	$
			BODILY INJURY (Per accident)	$
			PROPERTY DAMAGE	$
			EACH OCCURRENCE $	AGGREGATE $
			STATUTORY	
same	same		$ 100	(EACH ACCIDENT)
			$ 500	(DISEASE—POLICY LIMIT)
			$ 100	(DISEASE—EACH EMPLOYEE)

LES/RESTRICTIONS/SPECIAL ITEMS

improvement

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roy W Macke

©ACORD CORPORATION 1988

Continental Insurance℠

Bond No. 371 14 00

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto Board of Public Works & Safety, City of Fort Wayne
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Eight Thousand, One Hundred Twenty and 00/100---------- Dollars ($ 8,120.00----------), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 27, 1990 entered into a contract with Owner for Resolution #469-1990 Ventura Lane Storm Sewer Improvement in accordance with drawings and specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2)Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 27th day of April A.D. 19 90

Tracy L May
(Witness)

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

Ed Fox President
(Title)

YASTE, ZENT & RYE AGENCY, INC.
(Witness)

The Continental Insurance Company (Seal)
(Surety)

Mary A. MacKay
(Witness)

(Title)
Attorney-in-Fact

BOND 4393C

Bond No. 371 14 00

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and The Continental Insurance Company as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto Board of Public Works & Safety, City of Fort Wayne
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Eight Thousand, One Hundred Twenty and 00/100---------- Dollars ($ 8,120.00----------),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 27, 1990 entered into a contract with Owner for Resolution # 469-1990 Ventura Lane Storm Sewer Improvement in accordance with drawings and specifications prepared by

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 27th day of April A.D. 19 90

Tracy L May
(Witness)

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

Edward E Fox President
(Title)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)
(Surety)

Mary A MacKay
(Witness)

(Title) Attorney-in-Fact

Read the ~~first~~ time in full and on motion by Burns, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 5-22-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stanis, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY				✓
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 6-12-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE ~~RESOLUTION~~ NO. S-130-90 on the 12th day of June, 19 90,

Sandra E. Kennedy
ATTEST
SANDRA E. KENNEDY, CITY CLERK

Charles S. Redd
SEAL
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of June, 19 90, at the hour of 11:45 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day of June, 19 90, at the hour of 3:00 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #469-90, Ventura Storm Drainage

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPIS OF ORDINANCE: The Contract for Res. #469-90, Ventura Storm Drainage is for the following: **Main Line:** Beginning at a proposed storm sewer manhole 20± LF North of the Northeast corner of Lot #7 Glencoe Park Addn.; thence Southeasterly 20 ± LF to a proposed storm sewer manhole 5± LF South and 7± LF West of the Northeast corner of said Lot #7; thence South and parallel with the East line of Lot #7, 190 ± LF to a proposed storm sewer manhole; thence Westerly 224 ± LF to an existing storm sewer manhole. Said sewer shall be 24" in diameter. All Star Construction & Excavating is the contractor.

A-90-05-40

EFFECT OF PASSAGE: Improved sewer conditions at above location.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $14,957.50

ASSIGNED TO COMMITTEE:

BILL NO. S-90-05-40

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR RES. #469-90, VENTURA LANE STORM DRAINAGE between ALL STAR CONSTRUCTION & EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Paul M. Burns			
Mark E. GiaQuinta			
Samuel J. Talarico			

DATED: 6-12-90.

Sandra E. Kennedy
City Clerk